

# **EXHIBIT C**



**VIA EMAIL AND UPS DELIVERY**

May 21, 2022

Cleanspace Modular LLC  
607 Airport Road  
Doylestown, PA 18902  
Ph.: (609) 744-7290  
Attn: Mr. George Wiker, CEO

***Re: Notice of Breach and Reservation of Rights***

Reference: Master Services Agreement dated December 15, 2020 between Pall Corporation and Cleanspace Modular, LLC (the "Agreement")

Dear Mr. Wiker:

This correspondence serves to formally notify Cleanspace Modular, LLC ("Cleanspace") that it is in breach of the above-referenced Agreement. Cleanspace's failure to perform the contract, including all design, procurement, and construction elements has put Pall Corporation ("Pall") at risk to not meeting its manufacturing commitments thus resulting in lost revenue and damages including potential cost penalties.

Accordingly, as a result of the foregoing, Pall hereby expressly reserves all rights and remedies under the above-referenced Agreement at law and equity. This reservation of rights includes, but is not limited to, Pall's right to collect and recover all costs or other damages that it may incur as a result of the aforementioned breach, and the right to terminate the Agreement for default pursuant to Article 2 of the Agreement. Pall further reserves any right to (i) collect and recover any rework or re-procurement of Cleanspace's work performed by Pall; and (ii) take a setoff against amounts payable under the Agreement to recover for damages sustained and costs (including rework) incurred as a result of the breach.

Any assistance that Pall provides to Cleanspace relative to the above-referenced breach is solely for the purpose of mitigating damages. Nothing contained in this letter or other communications between the parties, nor any prior or future acceptance of any deliverables under the Agreement, nor any extensions of time, assistance, mitigation or forbearances of any nature by Pall shall be construed or interpreted as a waiver or relinquishment by Pall of any of its rights and remedies, which are reserved herein; and all existing contract terms and requirements remain unchanged.

Pall expects your prompt attention to this serious matter and your effort to remedy the above-referenced breach.

Should you have any questions, please contact the undersigned.

Sincerely,

A handwritten signature in black ink.

Senior Corporate Counsel